

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

SOLICITATION NO.:	N62649-12-Q-1707 LICENSED VOCATIONAL NURSE
ISSUE DATE:	16 AUG 2012
CLOSING DATE:	30 AUG 2012 1600 HRS
REQUISITION NO.:	N4836812RCPC002
ISSUED BY:	NAVSUP FLEET LOGISTICS CENTER (FLC) YOKOSUKA, JAPAN PSC 473 BOX 11 FPO AP 96349-0011
REQUESTING ACTIVITY:	N68470 COMMANDING OFFICER U.S. NAVAL HOSPITAL OKINAWA PSC 482 FPO AP 96362-1600
CONTRACT SPECIALIST:	A.KOMIYA FLC CODE 222 DSN: 243-7379 COMM.: 046-816-7379

Section A - Solicitation/Contract Form

NOTE

“ This is a severable service contract and special reporting requirements exist under 10 USC 2140a.”

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LICENSED VOCATIONAL NURSE FFP for Hansen BMC, USNH Okinawa Period: 1 September 2012 - 31 August 2013	2,080	Hours		\$0.00
	FOB: Destination MILSTRIP: N4836812RCPC002 PURCHASE REQUEST NUMBER: N4836812RCPC002 SIGNAL CODE: A				
NET AMT					\$0.00
ACRN AA CIN: N4836812RCPC0020001					\$39,520.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	LICENSED VOCATIONAL NURSE FFP for Hansen BMC, USNH Okinawa Period: 1 September 2013 - 31 August 2014	2,080	Hours		\$0.00
	FOB: Destination MILSTRIP: N4836812RCPC002 SIGNAL CODE: A				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		2,088	Hours		\$0.00
OPTION	LICENSED VOCATIONAL NURSE FFP for Hansen BMC, USNH Okinawa Period: 1 September 2014 - 31 August 2015 FOB: Destination MILSTRIP: N4836812RCPC002 SIGNAL CODE: A				
NET AMT					\$0.00

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Section C - Descriptions and Specifications

NOTE 1: The use of "Commanding Officer" means: Commanding Officer, U.S. Naval Hospital Okinawa, Japan/Branch Medical Clinic Camp Hansen or designated representative, e.g. Department Head or Designee.

NOTE 2: The terms "contractor" and "health care worker" are synonymous and mean the individual identified in block 7 on the SF26 who is providing services under the contract.

NOTE 3: The term "MTF" refers to the Military Treatment Facility or other Federal Medical Treatment Facility at which services are performed.

1. STATEMENT OF WORK.

1.1. The health care worker (HCW) shall provide, in accordance with this statement of work, comprehensive Nursing services in the Family Medicine Clinic/Immunization at the Medical Clinic Camp Hansen or the U.S. Naval Hospital Okinawa.

1.2. During the term of the contract the HCW agrees to provide, on behalf of the Government, the services of a Licensed Practical or Vocational Nurse (LPN/LVN) for treatment of active duty military personnel, their dependents, eligible Navy civilian employees, and other eligible beneficiaries, in accordance with the terms and conditions of the contract.

1.3. Under this contract, the HCW shall not advise, recommend or suggest to individuals authorized to receive services, at the Government's expense, that such individuals should receive services from the HCW, when he or she is not on duty, from a partner or from a group associated in practice with the HCW except with the express written consent of the Commanding Officer. The HCW shall not bill individuals entitled to those services rendered pursuant to the Contract.

1.4. The HCW shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains and shall fit correctly. Fingernails shall be clean and free from dirt and hair shall be neatly trimmed and combed. The HCW shall display an identification badge, which includes the HCW's full name and professional status (furnished by the Government) on the right breast of the outer clothing. Security badges provided by the Government shall be worn when on duty. In addition to the identification

badge, the HCW shall identify themselves as contract personnel in all meetings, telephone conversations, and formal and informal written correspondence with government personnel.

1.5. The HCW shall be physically capable of standing for extended periods of time and capable of normal ambulation.

1.6. The HCW shall comply with Executive Order 12731, October 17, 1990, (55 Fed. Reg. 42547), "Principles of Ethical Conduct for Government Officers and Employees", and shall also comply with Department of Defense (DOD) and Department of the Navy (DON) regulations implementing this Executive Order.

1.7. Suits arising out of Medical Malpractice. The HCW is serving at the military treatment facility under a personal services contract entered into under the authority of section 1091 of Title 10, United States Code. The HCW is not required to maintain medical malpractice liability insurance. In the event of a claim or lawsuit relating to the HCW's performance of duties under the contract, the parties shall follow the procedures established in SECNAVINST 6300.3A, a copy of which can be viewed at <http://doni.daps.dla.mil/default.aspx>.

1.7.1. The HCW providing services under the Contract shall be rendering personal services to the Government and shall be subject to day-to-day supervision and control by Government personnel. Supervision and control is the process by which the individual HCW receives technical guidance, direction, and approval with regard to a task(s) within the requirements of the contract.

1.7.2. Due to the nature of medical personal services which require Government supervision, the need for HCW access to CHCS/AHLTA, and patients that present only at the MTF, the Contract does not lend itself to allow the HCW to telecommute.

1.8. The HCW shall read, write, speak and understand the English language fluently.

1.9. Except as provided in this clause, the HCW is not prohibited from conducting a private practice of their professions or from engaging in other employment. However, the HCW shall not, simultaneously with performance under the contract, engage in other employment that creates a conflict of interest, violates federal law, or potentially compromises the quality of their work under the contract. Further, such private practice or other employment shall not be conducted during those hours in which the HCW is required to render services under the contract. The HCW shall make no use of the Government facilities or property provided under the contract in connection with other employment. NAVMED P-117, Chapter 1, Article 1-22 applies (<http://www.med.navy.mil/directives/Pages/NAVMEDP-MANMED.aspx>).

1.10. The HCW shall arrive, for each scheduled shift, in a well-rested condition and shall have had at least 6 hours of rest from all other duties as a HCW immediately prior to reporting for the shift.

1.11. The HCW shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones, fax machines, copiers or computers/email for personal business. All motor vehicles operated on these installations by the HCW shall be registered with the Base Security Service according to applicable Directives. Eating by the HCW is prohibited in patient care areas and is restricted to designated areas. Smoking is prohibited in all clinic facilities.

1.12. The HCW shall comply with all MTF checkout processes. These processes include returning Government property, i.e., identification badges, pagers, cellular phones, etc., to the MTF upon the HCW's last day of service. Failure to do so promptly may result in delay of payment of the final invoice.

1.13. All financial, statistical, personnel, and technical data which is furnished, produced or otherwise available to the Contractor during the performance of the contract are considered confidential business information and shall not be used for purposes other than performance of work under the contract. Such data shall not be released by the Contractor without prior written consent of the Contracting Officer Representative. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by the Contract,

will be subject to review and approval by the Contracting Officer Representative before publication or dissemination.

1.14. The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving with drug detection dogs when available, and random inspection of personal possessions on entry or exit. If there is probable cause to believe that a HCW has been engaged in use, possession, or trafficking of drugs, the HCW may be detained for a limited period of time until he or she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by a HCW, the HCW and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of the contract is the agreement by the HCW to comply with all Federal and local laws as well as regulations issued by the Commanding Officer of the military installation concerning illegal drugs and paraphernalia.

2. DUTY HOURS.

2.1. The HCW shall be on duty in the assigned clinical area for 40 hours each week; between the hours of 0730 and 1630. The HCW shall normally provide services for an 8.5 or 9 hour period (to include an uncompensated .5 or 1 hour for lunch depending on shift length), Monday through Friday. Specific hours shall be scheduled one month in advance by the Commanding Officer. Any changes in the schedule shall be coordinated between the HCW and the Government.

2.2. When required, to ensure completion of services that extend beyond the normal close of business, the HCW shall remain on duty in excess of the scheduled shift. The HCW will be given an equal amount of compensatory time to be scheduled upon mutual agreement of the HCW and the Commanding Officer. This provision is not intended to apply to the time required to complete routine tasks (e.g., completion of paperwork or routine administrative tasks at the end of a shift), which are to be completed as part of the shift.

2.3. The HCW's services shall not be required on Federal holidays. The HCW shall be compensated for Federal holidays in accordance with paragraph 3.5., below.

2.4. The active duty Navy Department Head or Government Representative will provide supervision of all activities within the Department assigned.

3. ABSENCES AND LEAVE.

3.1. Planned absences from assigned duties shall be requested with 15 working days advance notice, in writing, to the Commanding Officer. Eight hours of personal leave are accrued by the HCW at the end of every 80 hour period worked. The HCW shall be compensated by the government for these periods of authorized planned absence. This leave shall be used for both planned (vacation) and unplanned (sickness) absences.

3.2. Unless otherwise negotiated between the Contracting Officer, the supervisor and the HCW, the MTF will administer the HCW's leave in accordance with the guidelines for Federal civil service employees. These guidelines relate to, among other topics, annual leave, administrative leave, Leave Without Pay (LWOP), and holidays.

3.3. If the HCW is absent for three or more consecutive days due to illness, he or she may be required by the Commanding Officer to provide written documentation from a qualified health care provider that he or she is free from communicable disease and the cause of the HCW's current illness. The Government reserves the right to examine and/or re-examine any HCW who meets this criterion. The HCW shall be compensated by the government for these periods of authorized absence.

3.4. At the discretion of the Commanding Officer, up to 40 hours of accrued leave may be carried over from one year to the next, as long as the balance carried over is used by 31 December of that same calendar year. This contingency for leave carry over does not apply if the following option period is not exercised by the Government or during the last option year of the contract. This position is for a period beginning from the start date to end of one calendar year with options to extend the contract for a total of three years. The contract will be renewable at the option of the Navy. If the contract is terminated for default, there will be no reimbursement for any accrued leave balance. In the event that the HCW gives notice of employment termination, all accrued annual leave must be used within that notice period, or forfeited. Unplanned leave (i.e. leave taken for sickness) taken during this period shall be supported by a physician's statement of illness upon request.

3.5. The HCW will accrue a maximum of 80 hours of paid holiday leave per full year of performance (based on 10 holidays multiplied by 8 hours each), subject to change based on Executive Orders that have the effect of adding an additional holiday. The HCW will not accrue a total holiday benefit greater than 80 hours as a result of normally working shifts greater than 8 hours. The only exception to the 80 hour limitation is for implementation of local alternate work schedule procedures or as a result of an Executive Order. If the HCW is required to work on the day of observance of a Federal holiday, the Government will pay for the hours worked and the worker shall receive 8 hours of paid compensatory time to be taken on another day. If the HCW is not required to work on a Federal holiday, the Government will pay for 8 hours of holiday leave. Application of this paragraph to shift schedules of other than 8 hours is a function of supervisor scheduling and HCW application for leave and compensatory time off. If additional Federal holidays are created as a result of an Executive Order, the additional leave benefit shall also be extended to the HCW, subject to the above.

3.6. A HCW with a bona fide medical emergency occurring while on duty or with an on-the-job injury will be provided stabilizing medical care according to the procedures of the MTF. The HCW will reimburse the Government for all medical services provided unless the HCW is otherwise entitled to government medical services.

3.7. Only the Commanding Officer has the authority to grant LWOP for unusual and compelling circumstances. Leave without pay (LWOP) must be approved in advance and will only be approved after all other leave has been exhausted.

3.8. Continuing Education. The Commanding Officer may also grant authorization for planned absences to allow the HCW to attend continuing education courses. This is in addition to the planned and unplanned absences specified above. The Government may compensate the HCW for these periods of authorized absence if the continuing education course(s) are determined to be a necessary expense by the government. This determination will be made on a case by case basis, weighing the costs associated with the training of contractor personnel against the benefit gained by the Government in support of the appropriation that will incur the expense. This compensation will not exceed 40 hours per contract period, equivalently apportioned for part-time services and/or partial year performance periods. The Commanding Officer may also advance leave for continuing education.

3.8.1. Unless authorized in advance, the Government will not reimburse the HCW for the cost of any training and/or other related expenses (travel). If authorized, the contractor shall be compensated for those expenses deemed reasonable using a Travel/Training Contract Line Item Number (CLIN) in Section B. The HCW shall provide proof of attendance and successful completion of continuing education to the Commanding Officer upon request.

3.8.1.1. The HCW shall submit an invoice in accordance with the instructions itemizing expenses in amounts allowable by the Contracting Officer Representative(COR).

3.8.1.2. All reimbursements will be retrospective, payable only upon presentation of a properly prepared invoice (as specified by the facility) to the COR. The Government shall reimburse the HCW only for actual training costs incurred, and any authorized travel expenses deemed reasonable.

3.8.1.3. The Government reserves the right to require additional documentation, including memoranda from the HCW obtaining the training.

3.8.1.4. Such training shall not be conducted prior to the appropriate funding being applied to the contract.

3.9. Family and Medical Leave. Upon request, up to 12 weeks of family or medical leave, accrued leave plus LWOP, may be granted to the HCW if the circumstances specified in the Family and Medical Leave Act (FMLA), Sec. 102, apply.

3.10. During MTF check-in processing, the HCW shall report their reserve status to the MTF COR. Documented military leave for military reservists may be allowed, not to exceed 15 days per fiscal year, in accordance with 5 U.S.C. 6323(a). This leave may be taken intermittently, i.e., 1 day at a time, and may be carried over into the next fiscal year provided a follow on Task Order is in place or an option period under the Task Order has been exercised. Military reservists who perform full-time military service as a result of a call or order to active duty in support of a contingency operation may take up to 22 days per calendar year of military leave, in accordance with 5 U.S.C. 6323(b). Leave will be authorized on a prorated basis for periods of performance less than 12 months in the fiscal year. Documented military leave taken in accordance with 5 U.S.C. 6323(a) and (b) is compensated leave. HCWs shall follow the policy of the MTF with respect to notification of scheduled military duties to the Commanding Officer.

3.11. For unusual and compelling circumstances (e.g., weather emergencies) in which the Commanding Officer either excuses all facility personnel from reporting to work or dismisses all personnel early, the Commanding Officer is authorized to grant administrative leave to the HCW. This administrative leave may be compensated leave.

3.12. Furlough. Except as otherwise provided in this paragraph or unless specifically authorized in a DoD Appropriations Act or a continuing resolution, the obligation of the contractor to perform services under the contract, and the Government's obligation to pay for such services, shall be suspended during a Government furlough. In the event of a Government furlough, the Commanding will determine which contractor employees are considered "critical" and therefore must report to work. Only contractor employees deemed "critical" by the Government shall be compensated for services rendered during a furlough. All other contractor employees will be furloughed until the Government shutdown ends or the Contracting Officers Representative notifies them that they have become "critical" employees.

4. DUTIES AND RESPONSIBILITIES. The health care worker shall perform full range of Nursing duties, within the scope of this statement of work, on site using government furnished supplies, facilities and equipment within the assigned unit of the hospital. Workload occurs as a result of scheduled and unscheduled requirements for care. The HCW productivity is expected to be comparable to that of other LPNs/LVNs assigned to the same facility.

4.1. Administrative and Training Requirements. The HCW shall provide training and/or direction as applicable to supporting Government employees (i.e. hospital corpsman, LPNs, RNs) assigned to the Branch Medical Clinic Hansen during the performance of clinical procedures. The HCW shall perform limited administrative duties which include maintaining clinical workload, participating in educational programs, and participating in clinical staff quality assurance functions and process action team, as prescribed by the Commanding Officer. The HCW shall:

4.1.1. Participate in meetings to review and evaluate the care provided to patients, identify opportunities to improve the care delivered, and recommend corrective action when problems exist. Should a meeting occur outside of the HCW's regular working hours, the HCW shall be required to read and initial the minutes of the meeting.

4.1.2. Participate in the provision of monthly inservice training to non-health care-practitioner members of the clinical and administrative staff on subjects germane to the HCW's specialty.

4.1.3. Participate in the provision of inservice training to staff members of the clinic and administrative staff on subjects germane to medical care and attend annual renewal of the following Annual Training Requirements provided by MTF: family advocacy, disaster training, infection control, Sexual Harassment and Bloodborne Pathogens.

4.1.4. Participate in the implementation of the Family Advocacy Program as directed. Participation shall include, but not be limited to, appropriate medical examination, documentation and reporting.

4.1.5. Attend Composite Health Care System (CHCS)/Armed Forces Health Longitudinal Technology (AHLTA) training provided by the Government for a minimum of 4 hours, and up to a maximum of 40 hours.

4.1.6. Attend all annual training classes required by this Command, to include online annual renewal of the following Annual Training Requirements provided by the MTF: disaster training, infection control, Sexual Harassment, Bloodborne Pathogens, Fire Safety, Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE), and all other required training.

4.1.7. Possess and maintain current certification in American Heart Association Basic Life Support (BLS) for Health care Providers; American Heart Association Health care Provider course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or an equivalent MTF course. HCWs, not currently in possession of current certification, must acquire certification prior to initiating contract performance. Web based classes do not meet these standards. A copy of the BLS instruction may be obtained from the World Wide Web at: <http://www.med.navy.mil/directives/ExternalDirectives/1500.15C.pdf>.

4.1.8. Comply with the standards of the Joint Commission, applicable provisions of law and the rules and regulations of any and all Governmental authorities pertaining to licensure and regulation of health care personnel and medical treatment facilities, the regulations and standards of medical practice of the MTF and the bylaws of the hospital's medical staff. Adhere to and comply with all Department of the Navy, Bureau of Medicine and Surgery and local Clinic instructions and notices that may be in effect during the term of the contract.

4.1.9 Comply with the HIPAA (Health Insurance Portability and Accountability Act) privacy and security policies of the treatment facility. Providers shall obtain/maintain a National Provider Identifier (NPI) in accordance with DOD and MTF policy/instruction.

4.1.10. The HCW shall participate in executing the Emergency Preparedness Plan (drills and actual emergencies) as scheduled by the MTF (typically semiannually). A MTF personnel re-call list with personal contact information for all military, civil service and contract employees is required to prepare in advance for an actual emergency. The HCW shall provide personal contact information to the designated supervisor upon commencement of services. Should an emergency occur, the HCW shall be contacted with shift information and for accountability purposes.

4.1.12. Background Investigations. By fulfillment of this position, the HCW will have access to Department of Navy (DON) IT systems and/or perform IT-related duties with varying degrees of independence, privilege and/or ability to access and/or impact sensitive data and information. Therefore, the HCW shall be subject to Information Technology (IT)/Sensitive Information (SI) security requirements which include national and local background checks and a credit check in accordance with Secretary of Navy (SECNAV) Manual 5510.30, as well as a criminal background check in accordance with the Crime Control Act of 1990. It should be noted that in order to receive access to the DON IT system(s) and the sensitive data necessary to perform the duties for this position, the HCW must be a U.S. citizen. The HCW shall be required to complete the paperwork necessary for the Government to complete the background investigations.

4.1.13. Undergo an orientation and shall complete mandatory Navy and Department of Defense (DoD) on-line training as required. Orientation may be waived for personnel who have previously provided service at the treatment facility. Department of Defense on-line training may require that the HCW enter their Social Security Number to document and track compliance with training requirements

4.2. Clinical Functions: The HCW shall perform a full range of nursing duties in accordance with assignment, to include the following:

4.2.1. Ensure patient care is carried out in accordance with the Standards of Nursing Care and the policies and procedures of the clinic.

- 4.2.2. Check patients into the clinic and triage using clinic guidelines. Inform the registered nurse, physician extender or physician of the patient's condition and potential problems.
- 4.2.3. Obtain and document patient and pertinent family history.
- 4.2.4. Perform a full range of diagnostic support duties which include taking vital signs, collecting specimens, obtaining, recording and tracking results of diagnostic tools.
- 4.2.5. Assist the physician in a variety of diagnostic examinations such as lumbar punctures, colposcopies and sigmoidoscopies, by preparing, positioning and monitoring patients, and setting out and handling instruments and equipment.
- 4.2.6. Perform laboratory tests such as checking urine for sugar and stool for blood. Record and report results of test.
- 4.2.7. Perform a range of treatment procedures that include sterile dressing changes, applying compresses, monitoring IV fluids, inserting catheters and suction, inserting nasogastric tubes, administering medications, giving enemas, setting up and giving treatment that requires auxiliary equipment such as oxygen and suction. Ambulate patients to other areas to include Radiology, various clinics, and physical therapy.
- 4.2.8. Prepare patients for tests, examinations, treatments, and/or surgery. Collect specimens such as urine, sputum and stool. Label specimens for laboratory examinations and follow up by using CHCS/AHLTA or calling the laboratory for reports. Alert provider to conditions which deviate from expected findings.
- 4.2.9. Prepare, start, monitor and discontinue intravenous fluids with accuracy and in accordance with established procedures.
- 4.2.10. Observe, report and document all observed symptoms, reactions, treatments and changes in the patient condition to the registered nurse, physician extender or physician. Make careful observations to assess that nursing procedures and treatment do not cause additional distress.
- 4.2.11. Perform routine nursing care activities such as taking blood pressures, temperatures, baths and hygiene care, passing and removal of trays, changing of linen, and otherwise assist in the care of the physical needs of the patient.
- 4.2.12. Operate basic equipment required in delivery of patient care such as pumps, IV pumps, oxygen administration apparatus and incentive spirometers.
- 4.2.13. Execute physician's orders within the guidelines of standard nursing practice. Ensure accurate medication is administered in correct form and dosage to the proper patient as directed by the physician.
- 4.2.14. Maintain records of nursing care, dose and time of medication administered, and indicate if the medication was not administered and the reason.
- 4.2.15. Administer immunizations in a safe and accurate manner with strict adherence to all Military/Medical and DoD Treatment Facilities and CDC Immunization policies.
- 4.2.16. Recognize conditions which require isolation. Ensure universal precautions are used in all patient encounters.
- 4.2.17. Recognize emergency situations and assist with, or institute emergency measures for sudden adverse developments in patients such as cardiac arrests.
- 4.2.18. Perform preoperative procedures for minor surgery, and fill out pre-op checklist.
- 4.2.19. Assist patients in admission, transfer, and perform discharge planning follow-up and documentation.

4.2.20. Support the patient and/or family members toward the achievement of treatment plan goals. Provide instructions to the patient on invasive procedures, surgical procedures and post surgical conditions which were previously provided to the patient by a nurse, physician extender or physician.

4.2.21. Instruct patients on how equipment is used such as oxygen, suction, cardiac monitor and pulse oximeter. Instruct patients and family on use of prescribed medications, contraindications of medications, and the necessity of proper follow-up care.

4.2.22. Provide emotional support to patients and families.

4.2.23. Ensure necessary supplies are available and equipment is in functioning order.

4.2.24. Provide an orderly, clean and safe environment for patients and staff.

4.2.25. Handle telephone information requests with courtesy, accuracy and respect for patient confidentiality. Receive information and distribute messages as necessary.

4.2.26. Ensure maintenance and re-supply of pharmaceuticals in the clinic.

4.2.27. Ensure upkeep and perform checks of emergency equipment i.e., oxygen, emergency cart, suction apparatus, etc and maintain appropriate logs. Inform the Charge Nurse of any discrepancy on daily checks.

4.3. CREDENTIALING REQUIREMENTS.

4.3.1. Upon award, the HCW shall complete an Individual Professional File (IPF) prior to performance of services. Completed IPF must be forwarded 30 days prior to performance of duties to the MTF's Medical Staff Services Office. The IPF, maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and current competence as compared to specialty-specific criteria regarding eligibility for defined scopes of health care services. BUMED Instruction 6320.66E. BUMEDINST 6320.66E is available at <http://www.med.navy.mil/directives/Pages/ExternalDirectives.aspx>. Click BUMED Directives and scroll down to the instruction number. The instruction is now contained in several separate files.

5. FAILURE AND/OR INABILITY TO PERFORM.

5.1. This Contract may be found voidable at the option of the Government if the contractor fails to provide the requested physical certification .

5.2. Should the HCW be unable to perform duties under the Contract due to medical or physical disability for more than 13 consecutive days, performance under the contract may be suspended by the Contracting Officer until such medical or physical disability is resolved. If performance under the Contract is so suspended, no reimbursement shall be made and no other compensation, including annual/sick leave, shall accrue to the HCW so long as performance is suspended.

5.3. If clinical duties of a HCW have been summarily suspended or are being held in abeyance (per BUMEDINST 6320.66E (or latest version)), pending an investigation into questions of professional ethics or conduct, performance under the contract may be suspended until clinical duties are reinstated. No reimbursement shall be made and no other compensation shall accrue to the HCW so long as performance is suspended or clinical duties are held in abeyance. The denial, suspension, limitation, or revocation of clinical duties based upon practitioner impairment or misconduct will be reported to the appropriate licensing authorities of the state in which the license is held IAW BUMEDINST 6320.66E (or latest version) and BUMEDINST 6320.67A CH01.

5.4. A HCW demonstrating impaired judgment shall be removed from providing health care services. The Government reserves the right to remove any HCW who, in the judgment of a licensed physician, is impaired by drugs or alcohol.

5.4.1. A HCW with alcohol or drug abuse problems may be allowed to return to work under the terms of the contract only with prior Government approval.

6. PERSONNEL QUALIFICATIONS. The HCW is required to possess the following minimum levels of professional and technical experience. The specialized experience included as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the following applicable labor category:

Licensed Practical Nurse/Licensed Vocational Nurse

6.1.1. Be a graduate from a Licensed Practical Nurse or Licensed Vocational Nurse Program accredited by the National League for Nursing Accrediting Commission (NLNAC).

6.1.2. Possess and maintain a current restricted and unrestricted license to practice as a Licensed Practical/Licensed Vocational Nurse in any one of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands. The HCW is responsible for complying with all applicable state licensing regulations.

6.1.2. Possess and maintain a current unrestricted license to practice as a registered nurse in one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands.

6.1.3. Have a minimum of 2 years full-time experience as a licensed practical/vocational nurse within the last 5 years.

6.1.4. Possess and maintain current certification in American Heart Association Basic Life Support (BLS) for Health care Providers; American Heart Association Health care Provider course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or an equivalent MTF course. HCWs, not currently in possession of current certification, must acquire certification prior to initiating contract performance. Web based classes do not meet these standards. A copy of the BLS instruction (BUMEDINST 1500.5C) may be obtained from the World Wide Web at: <http://www.med.navy.mil/directives/Pages/BUMEDInstructions.aspx>.

6.1.5. Possess current clinical competency, as defined in section 5 of BUMEDINST 6320.66E (<http://www.med.navy.mil/directives/Pages/ExternalDirectives.aspx>), in the clinical discipline required by the contract (e.g., physician, RN, dentist). Officials from the medical treatment facility (MTF) where your contract services will be performed will exercise their medical judgment when assessing whether your professional skill set and clinical practice history satisfy the indicia of current clinical competency that are specified in this instruction. To enable this assessment to be made, you shall submit two letters from supervisors attesting to your personal clinical experience and professional skills as a practitioner in your discipline. These letters must be dated and shall include the name, title, phone number, address and signature of the individual providing the letters. The letters must have been written within the 2 years preceding submission of your proposal.

6.1.6 Represent an acceptable malpractice risk to the Navy.

6.1.7. Be in good standing and under no sanction or suspension listing by the Federal Government.

6.1.8 Be a U.S. citizen.

6.2. REGULATORY COMPLIANCE REQUIREMENTS.

6.2.1. Within 60 days prior to performance of services by the HCW, the HCW shall obtain, at Contractor expense, documentation of required immunizations and physical testing, and a statement from the HCW's licensed medical practitioner or a report of a physical examination. The physical examination and immunization documentation shall

indicate that the HCW is free from mental or physical impairments that would restrict the HCW from providing the services described herein. The requirements are provided on the HEALTH EXAMINATION AND IMMUNIZATION/SCREENING REQUIREMENT FORM, the current version of which is available at: <http://www.nmlc.med.navy.mil/handbooks/Physical%20Exam%20and%20Immunization%20Form.pdf>. The Contractor shall always obtain the current version from the web page and shall have the form completed in its entirety in accordance with its instructions. The facility shall identify any incumbent HCWs who are not required to complete this documentation after contract award. Declinations shall only be permitted based on either the HCW's religious convictions or medical contraindications (as documented by a qualified health care provider). The Hepatitis B vaccine declination can be found on the World Wide Web at <http://www.osha.gov/SLTC/etools/hospital/hazards/bbp/declination.html>.

6.2.1.1. Except for the HCW who decline Hepatitis B vaccine as given above, the Hepatitis B requirements given in the HEALTH EXAMINATION AND IMMUNIZATION/SCREENING REQUIREMENT FORM, provide that a HCW must either show a positive titer or demonstrate persistent non-response to the vaccine. A HCW may be approved for service at the MTF prior to achieving a Hepatitis B positive titer or demonstrating a persistent non-response according to the following provisions:

6.2.1.1.1. A HCW must receive the first vaccination of his/her initial vaccination series prior to commencing service under the contract and must complete the series not later than 6 months after commencing service and, if a negative titer is obtained, must complete the second series within another 6 months; or

6.2.1.1.2. A HCW who has completed his/her initial series and obtained a negative titer must commence his/her second vaccine series prior to commencing service and must complete the second series not later than 6 months after commencing service.

6.2.1.1.3. A HCW approved according to the provisions above will be considered persistent non-responders until there is evidence to the contrary and will be counseled by a licensed practitioner regarding the implications of non-response.

6.2.1.1.4. If the HCW fails to comply with the applicable schedule above, the Contract may be terminated if so directed by the Contracting Officer.

6.2.2. Except as provided in paragraph 6.2.3 or 6.2.4 below, or unless the HCW is otherwise entitled to Government medical services (e.g., an eligible beneficiary), no medical tests or procedures required by the contract may be performed in the MTF. Expenses for all required tests and/or procedures shall be borne by the Contractor at no additional expense to the Government.

6.2.3. The HCW shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of the contract, as the Commanding Officer may deem necessary for preventive medicine, medical surveillance, performance improvement, or privileging purposes. These examinations will be provided by the Government. If the Contractor chooses, these examinations may be provided by private physician or dentist, at no expense to the Government.

6.2.4. It is essential that the HCW be vaccinated annually against influenza according to Bureau of Medicine and Surgery, (BUMED) and Centers for Disease Control (CDC) guidelines aimed at reducing the impact of influenza disease in health care settings. The Government will provide the influenza vaccine free of charge. If the HCW chooses to be immunized by the Government, the HCW shall sign a waiver releasing the Government from legal liability in accordance with local procedures and policies. Alternately, the HCW may obtain the vaccine at another facility, with the HCW bearing the total cost, and provide proof of vaccination to the Government. If the HCW declines vaccination, a signed declination form shall be provided to the Government in accordance with CDC recommendations and MTF policies.

6.2.5. A HCW who does not show a positive antibody titer after immunization and appears to have a "non-immune" status must report varicella exposure to the COR. In accordance with CDC Recommendations, the HCW may be removed from patient care duties beginning on the tenth day following exposure and remain away from work for the

maximum incubation period of varicella (21 days). In this instance, the HCW will be considered to be in a leave status.

6.2.6. The HCW must provide a current (performed within the year prior to starting employment) Purified Protein Derivative (PPD) reading or an evaluation if they are a known PPD reactor. Subsequent testing requirements are based upon CDC recommendations and the HCW's occupational exposure risk. The Contractor is responsible for any expenses incurred for required testing.

6.2.7. BLOODBORNE PATHOGEN ORIENTATION PROGRAM. The HCW shall participate in the Command's Bloodborne Pathogen Orientation Program. The HCW shall also participate in all required annual training and in periodic training for all procedures that have the potential for occupational exposure to bloodborne pathogens.

6.2.8. MANAGEMENT OF HIV POSITIVE HCWs. The human immunodeficiency virus (HIV) positive HCW will be managed in accordance with the current CDC guidelines and Section 503 of the Rehabilitation Act (29 U.S.C. 793) and its implementing regulations (41 CFR Part 60-741).

6.2.9. PREVENTION OF THE TRANSMISSION OF HIV . The HCW shall comply with the CDC's "Universal Precautions" for the prevention of the transmission of the HIV virus.

6.2.10. MANAGING THE CLINICAL RISK IN THE WORK ENVIRONMENT. The work environment inherently involves risks typically associated with the performance of clinical procedures. The HCW may be exposed to contagious disease, infections and flying debris, requiring the wearing of personal protection equipment such as scrub attire, gloves, masks, and eye protection.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2012 TO 31-AUG-2013	N/A	US NAVAL HOSPITAL OKINAWA * PSC 482 FPO AP 96362-1600 FOB: Destination	N68470
1001	POP 01-SEP-2013 TO 31-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68470
2001	POP 01-SEP-2014 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68470

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
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Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9720130 1882 000 68906 0 068688 2D CPC002

COST CODE: 483682BHAA5Q

AMOUNT: \$39,520.00

CIN N4836812RCPC0020001: \$39,520.00

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.225-9401 JAPANESE CONCILIATION CLAUSE (Jan 1992)

- (a) Except as otherwise provided in this contract any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the US-Japan Joint Committee for conciliation in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America. Request by the Contractor for conciliation shall be made in accordance with the procedures provided herein.
- (b) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact within the time limits described therein before filing request for conciliation with the Joint Committee and then request for appellate authority under the clause of this contract entitled Disputes to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.
- (c) The request for conciliation will be submitted by the Contractor through the nearest local Japanese Defense Facilities Administration Bureau to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer in writing that the request for conciliation has been filed.
- (d) In the event the disagreement submitted to the Joint Committee under subparagraph (b) above has been received through conciliation, it will be the responsibility of the Contractor to notify the appellate authority designated in the clause of this contract, entitled Disputes, of the settlement of the dispute and to withdraw his appeal.
- (e) In the event the Contractor who has submitted a request for conciliation to the Joint Committee under subparagraph (b) above desires, notwithstanding the pending request for conciliation, that action by the appropriate authority under the clause of this contract entitled Disputes be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.
- (f) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled Disputes has been rendered. Pending the hearing of conciliation panel the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file a civil suit.

(End of Clause)

SPECIAL CONTRACT REQUIREMENTS

HEALTHCARE WORKER BACKGROUND INVESTIGATION REQUIREMENTS

- (a) Healthcare Worker Requirements: Within 30 days after contract award, the healthcare worker shall provide all reasonable and necessary assistance to the Government to facilitate and complete the background investigation. To initiate the process for a background investigation, the healthcare worker shall report to the Contracting Officer's Representative (COR) for specific MTF processing instructions, complete the appropriate portion of the SF 85 P, and obtain fingerprints for submittal to the Office of Personnel Management (OPM). Healthcare workers who have previously received a background check must provide proof of the check or obtain a new one.

(b) **Government Responsibilities:** The Government will conduct criminal background checks on all healthcare workers providing child care services under this contract based on fingerprints obtained by a Government law enforcement office (e.g., local, state, federal, etc.) and a completed SF 85P form (Questionnaire for Public Trust Positions). The Technical Liaison will identify the appropriate DoD Component for billing purposes and the appropriate security point of contact and/or installation commander who will receive the background results.

(c) **Miscellaneous Provisions:** The Healthcare worker has the right to obtain a copy of any background check pertaining to them and to challenge the accuracy and completeness of the information contained in the report. A background check that provides adverse information that is unable to be mitigated or resolved and ultimately prevents the healthcare worker from performing contract duties will result in contract termination. With written recommendation from the Commander, and the approval of the Contracting Officer, a healthcare worker with a background investigation pending completion may be permitted to perform work under this contract prior to the completion of the background check, provided the healthcare worker is within sight and continuous supervision of an individual with a successful background check.

CRIME CONTROL ACT OF 1990 REQUIREMENT

(a) Section 21 of the Crime Control Act of 1990, 42 U.S.C. 13041, as amended by section 1094 of Public Law 102-190, requires every facility operated by the Federal Government (or operated under contract with the Federal Government) that hires (or contracts to hire) individuals involved in the provision of child care services to assure that all existing and newly hired employees undergo a criminal background check. The term "child care services" is defined to include health and mental health care.

(b) The Government will conduct criminal background checks on the Contractor providing child care services under this contract based on fingerprints of the Contractor obtained by a Government law enforcement officer and inquiries conducted through the Federal Bureau of Investigation (FBI) and State criminal history repositories.

(c) Within 30 days after contract award, the Contractor shall provide all reasonable and necessary assistance to the Government, including compliance with the employment application requirements set forth in 42 U.S.C. 1304(d). Upon receipt of the results of a background check, the Contractor further agrees to undertake a personnel action in accordance with 42 U.S.C. 1304(c), when appropriate.

(d) With written recommendation from the Contracting Officer and the approval one level above the Contracting Officer, the Contractor may be permitted to perform work under this contract prior to the completion of a background check, provided the employee is within sight and continuous supervision of an individual with a successful background check.

(e) The Contractor shall have the right to obtain a copy of any background check pertaining to itself and to challenge the accuracy and completeness of the information contained in the report.

INFORMATION TECHNOLOGY/SENSITIVE INFORMATION SECURITY REQUIREMENTS

(a) Contractor personnel shall meet the personnel security requirements for Sensitive and Information Technology (IT) positions outlined in Secretary of Navy (SECNAV) Manual M-5510.30 and SECNAV Instruction 5510.30 (most current version). Department of Navy (DON) IT positions include any position in which the incumbent has access to DON IT systems and/or performs IT-related duties with varying degrees of independence, privilege and/or ability to access and/or impact sensitive data and information. Use of CHCS and/or AHLTA is illustrative examples of such systems where security requirements apply.

(b) The same level of trustworthiness is required for contractor personnel as is required for Government personnel requiring similar access to and/or processing of proprietary data, information requiring protection under the Privacy Act of 1974, sensitive information, and Government-developed privileged information involving award of contracts; including user level access to DON or DOD networks and information systems, system security and

network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information. As such positions filled under this contract are designated as Non-Critical Sensitive (NCS), and IT-II.

(c) U.S. citizenship is a basic condition for assignment to a designated sensitive IT position. U.S. citizens who are also dual citizens are not specifically excluded from occupying either sensitive or designated IT positions, however, a dual citizenship status raises foreign influence and foreign preference concerns that will most likely prohibit interim assignment pending favorable investigation and adjudication of these issues. Eligibility will not be established for persons who hold a foreign passport. The U.S. citizen reference in the aforementioned regulation(s) make no distinction between those who are U.S. citizens by birth, those who are U.S. nationals, and those who have derived U.S. citizenship or those who acquired it through naturalization. Additional information on U.S. citizenship requirements is contained within SECNAV Manual M-5110.30 and SECNAV Instruction 5510.30. MTF security personnel must validate citizenship of individuals before submitting initial personnel security investigation requests.

(d) The investigative basis for assignment to a designated NCS/IT-II position is a favorably completed and adjudicated National Agency Check with Local Agency and Credit Checks (NACLC) for contractor employees.

(e) Personnel background investigations and training must be initiated and interim approval/temporary access be granted before access to DOD and DON IT systems/networks or DOD and DON sensitive information is allowed.

(f) Contractor personnel shall report to the COR to receive MTF specific processing instructions to complete the appropriate personnel security questionnaire, complete and submit the appropriate paperwork for the background investigation or provide proof of a favorable adjudication, and receive requisite training. A copy of the temporary access approval shall be provided to the COR upon receipt by the contract employee.

(g) The Navy manual and instruction referenced in paragraph 1.2.1 leave open the possibility of a waiver to the policies described herein. See M-5510.30, Chapter 1-10. However, neither the contracting officer nor the Commanding Officer of the MTF is authorized to grant such a waiver. All waiver requests must be forwarded to, and approved by, the Chief of Naval Operations (N09N2). In the event that the contractor wishes to pursue this course of action, it shall contact the COR of the MTF for the proper administrative procedures. The Commanding Officer of the MTF, or designee, shall decide if an individual waiver request will be submitted to the CNO. The mutual understanding of the parties is that waiver requests are rarely, if ever, granted, and further that delays in the processing of, or the failure of the Navy to act favorably on, such a request does not excuse the contractor from performance under this contract.

PHYSICAL EXAMINATION CERTIFICATE

(a) The health care worker shall obtain, at Contractor expense, a statement from the health care worker's physician or a report of a physical examination within 60 days prior to contract start indicating that the health care worker is free from mental or physical impairments which would restrict the health care worker from providing the services described herein. The statement must contain, as a minimum, the information described in Attachment (2) in Section J.

(b) Except as provided in c, below, no medical tests or procedures required by the contract may be performed at the MTF. Expenses for all required tests and/or procedures shall be borne by the health care worker at no additional expense to the Government.

(c) Further, the health care worker shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the Commanding Officer may deem necessary for preventive medicine, quality assurance, or privileging purposes. These examinations will be provided by the Government. If the health care worker chooses, these examinations may be provided by the private physician or dentist at no expense to the Government.

(d) Prior to the commencement of performance under this contract, the Technical Liaison shall direct the health care worker to inprocess through standard facility procedures. Health care workers who have patient contact must

show immunity to Measles, Mumps and Rubella (MMR) through Serological testing which shows zero-positivity to MMR or proof of vaccination (persons born prior to 1957 must have received one dose of MMR vaccine, persons born in 1957 or later must have received two doses of MMR vaccine). The health care worker shall provide evidence of varicella immune status or a statement of history of chicken pox. Additionally, health care workers must provide a current Purified Protein Derivative (PPD) reading, or evaluation if known PPD reactor, on an annual basis. The health care worker is responsible for any expenses incurred for required testing.

(e) The health care worker shall participate in the Command's Bloodborne Pathogen Program orientation as scheduled by the Senior Medical Department Representative. The health care worker shall also participate in annual training and training for new procedures with the potential for occupational exposure to bloodborne pathogens. Health care worker(s) involved in an exposure incident shall follow MTF regulations and procedures.

(f) Management of HIV positive health care worker shall be consistent with current Centers for Disease Control (CDC) guidelines and Section 503 of the Rehabilitation Act (29 U.S.C. Section 793) and its implementing regulations (41 CFR Part 60-741).

(g) The health care worker shall comply with the CDC's "Universal Precautions" for prevention of the transmission of HIV during all procedures.

(h) The health care worker shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones for personal business. All motor vehicles operated on these installations by the health care worker shall be registered with the base security service according to applicable directives. Eating by the health care worker is prohibited in patient care areas and is restricted to designated areas. Smoking is prohibited in all clinic facilities.

(i) All financial, statistical, personnel, and technical data which is furnished, produced or otherwise available to the health care worker during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data shall not be released by the health care worker without prior written consent of the Technical Liaison. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract, will be subject to review and approval by the Technical Liaison before publication or dissemination.

(j) The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse amount military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving with drug detection dogs when available, and random inspection of personal possessions on entry or exit if there is probable cause to believe that a health care worker has been engaged in use, possession, or trafficking of drugs, the health care worker may be detained for a limited period of time until he or she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by the health care worker, the health care worker and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of this contract is the agreement by the health care worker to comply with all Federal and State laws as well as regulations issued by the Commander of the military installation concerning illegal drugs and paraphernalia.

LIABILITY INSURANCE

(a) Before commencing work under a contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

(b) General liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile liability - Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

CONSUMPTION TAX

(a) The Governments of the United States and Japan have agreed that this contract is exempt from the Japanese Consumption Tax. In accordance with paragraph (c) of the clause FAR 52.229-6, "TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)," the offerors or quoters shall not include the Consumption Tax (including underlying taxes) in their proposal or quotations. By submission of your proposal or quotation, you are certifying that your proposal or quotation does not contain any such tax. The following U.S. Government (USG) proof of purchase forms shall be used to claim the exemption at tax offices:

USG Standard Form 1034
USG Standard Form 1113
USG Standard Form 44
Department of Defense Form 1155
Navy Comptroller Form 2277

(b) The Contractor shall retain the appropriate USG proof of purchase forms set forth above for a period of seven (7) years. In addition, the Contractor shall maintain adequate records containing all pertinent information with regard to the claiming of Consumption Tax exemptions related to this contract. These records shall be subject to review by the Contracting Officer, or his or her designated representative, at any time up to seven (7) years from the date of final payment under this contract.

(c) Any questions concerning the applicability of the Consumption Tax should be directed to the appropriate local tax office.

CUSTOMS AND TAX EXEMPTION

(a) The Contractor shall, notwithstanding any other clause in this contract to the contrary, be required to submit a request in writing to the Contracting Officer for issuance of a Tax Exemption Certificate for any import duties and all taxes paid or to be paid from which the U.S. Government is entitled to an exemption. These taxes and duties are enumerated in Article XII of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the Governments of the United States of America and Japan, regarding facilities areas and the status of United States Armed Forces in Japan. The Contractor's request shall include the following information:

- (1) Name of contractor;
- (2) Contract number and job order number (if applicable);
- (3) Nomenclature of taxable material to be delivered and intended use;
- (4) Quantity of taxable material used or to be delivered; and

(5) Period of taxable material use.

(b) In the case of gasoline and other petroleum products, the Contractor shall be responsible for making every reasonable effort to determine the accuracy of his figures on consumption. In this regard, the Contractor shall, upon request of the Contracting Officer, present all available data used by the Contractor as the basis for determining such figures. The Contractor shall be required to maintain adequate records containing all pertinent information with regard to the above requirements. Further, these records shall be subject to review by the Contracting Officer at any time up to three years from the date of final payment under this contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	FEB 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.232-3	Payments under Personal Services Contracts	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.249-12	Termination (Personal Services)	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

____ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

____ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

____ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

____ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (11) [Reserved]

____ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Jul 2010) of 52.219-9.

____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

____ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

____ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

____ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

____ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

____ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

____ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

____ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- ____ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ____ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ____ (ii) Alternate I (Dec 2007) of 52.223-16.
- ____ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ____ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ____ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- ____ (ii) Alternate I (Mar 2012) of 52.225-3.
- ____ (iii) Alternate II (Mar 2012) of 52.225-3.
- ____ (iv) Alternate III (Mar 2012) of 52.225-3.
- ____ (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ____ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ____ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ____ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ____ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ____ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- ____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ____ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

_____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

_____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days. ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses <http://acquisition.gov/comp/far/>

DFAR Clauses <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2012)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).

(5) 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

- (6)(i) ____ 252.225-7001, Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).
- (ii) ____ Alternate I (OCT 2011) of 252.225-7001.
- (7) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).
- (9) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).
- (10) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- 12) ____ 252.225-7017, Photovoltaic Devices (JUN 2012) (Section 846 of Pub. L. 111-383).
- 13)(i) ____ 252.225-7021, Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ____ Alternate II (OCT 2011) of 252.225-7021.
- (14) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (JUN 2012) of 252.225-7036.
- (iii) ____ Alternate II (JUN 2012) of 252.225-7036.
- (iv) ____ Alternate III (JUN 2012) of 252.225-7036.
- (v) ____ Alternate IV (JUN 2012) of 252.225-7036.
- (vi) ____ Alternate V (JUN 2012) of 252.225-7036.
- (17) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ____ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

- (21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c))(10 U.S.C. 2321).
- (23) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (30) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).
- (31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- 2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(JUNE 2012)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a ``Combo" document type is identified but not supportable by the Contractor's business systems, an ``Invoice" (stand-alone) and ``Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or ``Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or ``See schedule" if multiple ship to/acceptance locations apply, or ``Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the ``Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or ``Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or ``Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: M. Kobayashi
ADDRESS: NAVSUP FLC Yokosuka

TELEPHONE: 046-825-7002 or DSN 243-6835

(End of Clause)

SPS CONSOLIDATED SERVER TIME ZONE (Jun 2006) (NAVSUP)

All interested parties are hereby advised that the date and time for the Contracting Officer signature and the release of this contractual document are based on US Central Time Zone. All other dates and times are based on local time.

To calculate your time in relation to US Central Time Zone, vendors may visit the following url:

<http://www.timeanddate.com/worldclock/converter.html>

Disclaimer: this site is not owned or maintained by the **U.S.** Government and therefore isn't warranted to be correct. This URL is provided as a convenience only and is not intended to preclude use of other time conversion devices.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Attachment (1): NAVMED P-117 – 2 pages

Attachment (2): Health Examination and Immunization/Screening Requirement Form – 2 pages

Attachment (3): Citizenship Requirements – 2 pages

Attachment (4): Personal Qualification Sheet – 4 pages

Attachment (5): Application for Navy Contract Positions – 1 page

Attachment (6): Pricing Sheet – 1 page

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual

representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ballot] is, [ballot] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(11) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
—	—
<hr/>	<hr/>
—	—
<hr/>	<hr/>
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
—	—
<hr/>	<hr/>
—	—
<hr/>	<hr/>
—	—

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

- (1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,
- (2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) () Have, () have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: -----.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other -----.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 046-825-7298.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the

offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses <http://acquisition.gov/comp/far/>

DFAR Clauses <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.212-1	Instructions to Offerors--Commercial Items	FEB 2012

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using FY 12 Budget Rate in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures--
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

(End of provision)

EVALUATION

EVALUATION SHALL BE MADE IN ACCORDANCE WITH DFARS 237.104 (B)(II) BELOW.

(ii) Personal services contracts for health care are authorized by 10 U.S.C. 1091.

(A) This authority may be used to acquire—

(1) Direct health care services provided in medical treatment facilities;

(2) Health care services at locations outside of medical treatment facilities (such as the provision of medical screening examinations at military entrance processing stations); and

(3) Services of clinical counselors, family advocacy program staff, and victim's services representatives to members of the Armed Forces and covered beneficiaries who require such services, provided in medical treatment facilities or elsewhere. Persons with whom a personal services contract may be entered into under this authority include clinical social workers, psychologists, psychiatrists, and other comparable professionals who have advanced degrees in counseling or related academic disciplines and who meet all requirements for State licensure and board certification requirements, if any, within their fields of specialization.

(B) Sources for personal services contracts with individuals under the authority of 10 U.S.C. 1091 shall be selected through the procedures in this section. These procedures do not apply to contracts awarded to business entities other than individuals. Selections made using the procedures in this section are exempt by statute from FAR Part 6 competition requirements (see 206.001(b)).

(C) Approval requirements for—

(1) Direct health care personal services contracts (see paragraphs (b)(ii)(A)(1) and (2) of this section) and a pay cap are in DoDI 6025.5, Personal Services Contracts for Health Care Providers.

(i) A request to enter into a personal services contract for direct health care services must be approved by the commander of the medical/dental treatment facility where the services will be performed.

(ii) A request to enter into a personal services contract for a location outside of a medical treatment facility must be approved by the chief of the medical facility who is responsible for the area in which the services will be performed.

(2) Services of clinical counselors, family advocacy program staff, and victim's services representatives (see paragraph (b)(ii)(A)(3) of this section), shall be in accordance with agency procedures.

(D) The contracting officer must ensure that the requiring activity provides a copy of the approval with the purchase request.

(E) The contracting officer must provide adequate advance notice of contracting opportunities to individuals residing in the area of the facility. The notice must include the qualification criteria against which individuals responding will be evaluated. The contracting officer shall solicit applicants through at least one local publication which serves the area of the facility. Acquisitions under this section for personal service contracts are exempt from the posting and synopsis requirements of FAR Part 5.

(F) The contracting officer shall provide the qualifications of individuals responding to the notice to the commander of the facility for evaluation and ranking in accordance with agency procedures. Individuals must be considered solely on the basis of the professional qualifications established for the particular personal services being acquired and the Government's estimate of reasonable rates, fees, or other costs. The commander of the facility shall provide the contracting officer with rationale for the ranking of individuals, consistent with the required qualifications.

(G) Upon receipt from the facility of the ranked listing of applicants, the contracting officer shall either—

(1) Enter into negotiations with the highest ranked applicant. If a mutually satisfactory contract cannot be negotiated, the contracting officer shall terminate negotiations with the highest ranked applicant and enter into negotiations with the next highest.

(2) Enter into negotiations with all qualified applicants and select on the basis of qualifications and rates, fees, or other costs.

(H) In the event only one individual responds to an advertised requirement, the contracting officer is authorized to negotiate the contract award. In this case, the individual must still meet the minimum qualifications of the requirement and the contracting officer must be able to make a determination that the price is fair and reasonable.

(I) If a fair and reasonable price cannot be obtained from a qualified individual, the requirement should be canceled and acquired using procedures other than those set forth in this section.